

DELAND WEEKLY NEWS.

Vol. xviii. No. 11.

DeLand, Volusia County, Florida, Friday, March 11, 1904.

\$1.00 per Year

—THE LEADING— Professional and Business Men —OF DELAND—

MRS. VIDA Z. HARRIS, M. D.,

Physician and Surgeon.

New York Ave., DeLand, Fla. Office Hours
9 A. M. to 12 M.; 2 to 4 and 7 to 9 P. M.

GEO. A. DAVIS, M. D.,

Physician and Surgeon.

Office Hours: 9 A. M. to 12 M.; 1 to 5 and 7 to 9 P. M.
Special attention to midwifery and surgery
Calls answered at any hour. Office in residence, Indiana Avenue, west of Court House.

JOHN MACDIARMID, M. D.,

Physician and Surgeon.

A General Practitioner, not a Specialist.
Office over Fisher's Drug Store. Hours: 9 to 12, 1 to 5 and 7 to 9.

A. S. MUNSON, M. D.,

Homeopathic Physician.

Office second door south of Fisher's drug store.
Office Hours 10 to 12 A. M.; 2 to 5 and 7 to 9 P. M.

DR. W. S. TAYLOR,

Surgeon-Dentist.

Office over Fisher's Drug Store, DeLand, Fla.

JAMES E. ALEXANDER,

Attorney-at-Law.

Will Practice in State and Federal Courts.
Office: Rooms 1 and 2, Brush Block, DE-
LAND, FLORIDA

BERT FISH,

Attorney-at-Law.

Practicing in all State and Federal Courts.
Civil or Criminal business given careful
attention.
Special facilities for investigating and Per-
fecting land titles.

JAMES W. PERKINS,

Attorney-at-Law.

Sollicitor Criminal Court of Record. Will prac-
tice in all courts within the State of Flor-
ida. Office over Volusia County Bank

E. H. HAYWARD,

City Real Estate and Insurance Office.
Trans. Paid and Rents Collected for Non-
Residents.

CITY PROPERTY A SPECIALTY.
Agency for the Leading American Fire In-
surance Company—THE AYNA.
600 Boulevard. DE-LAND, FLA.

VOLUSIA COUNTY

ABSTRACT COMPANY.

S. B. WILSON, BERT FISH,
Manager, Actuary.
Abstracts furnished and titles perfected
Next to Volusia County Bank,
DeLand, Fla.

A. S. HUTCHINSON,

Notary Public.

Dealer in Real Estate.

Taxes paid and assessments attended to for
non-residents. DeLand, Fla.

THE WINTER HOME

—NOW OPEN—

North Boulevard, DeLand, Fla.

A quiet, homelike place. Comfortable rooms.
Desirable location. Good tables. Transient
Rates, \$2 per day. Special Family and Season
Rates. J. E. COEN, Prop.

TURNER HOUSE,

—OPEN ALL THE YEAR—

Corner New York and Florida Avenues,
DeLand, Florida.
Location pleasant, healthy and homelike.
Rates, \$1.50 per day. Special rates by the
week. E. D. McLEOD, Prop.

H. C. HAVEN,

Artesian Well Contractor,
Dealer in Aerometers, Tanks
and Pumping Machinery.
Repairing Pumps, Windmills, etc.
DeLand, Florida.

BLACK SMITH

AND

WAGON SHOP

All kinds of Repairing
Done Promptly and at
Reasonable Prices.

HORSE-SHOING A SPECIALTY.
SCOTT HODGKINS

PARKER'S
HAIR BALM
Prevents the hair from falling out.
Keeps the scalp cool and moist.
Gives the hair a natural shine.
Is the best hair dressing for all
kinds of hair. Sold everywhere.

KILL THE COUGH
AND CURE THE LUNGS
WITH Dr. King's
New Discovery
FOR CONSUMPTION
Coughs and
Colds
Price
50c & \$1.00
Free Trial.
Send and receive a free trial of
this great lung trouble
cure, or MONEY BACK.

MAJOR ABRAMS INTERVIEWED

INSIDE HISTORY OF EFFORTS TO SETTLE FORBES-STETSON SUITS

Facts Stated in Clear, Concise Manner—Dr.
Forbes' Efforts for Fourth Vindication
and Willingness to Place Himself in
Hands of Any Fair Committee

For several weeks reports have been put in cir-
culation that Mr. Stetson desired to terminate the
litigation between him and Dr. Forbes and Mrs.
Mathes, but that he had been prevented from do-
ing so by his being required to admit that he was
guilty of libel and slander, and that the only ques-
tion that Dr. Forbes and his attorney would sub-
mit to any one was the question how much money
Stetson would pay to Forbes and his attorney. It
has also been stated and printed that Stetson
was willing to arbitrate, but that Forbes and his
attorney would not agree to anything unless Stet-
son admitted that he had libeled and slandered
Dr. Forbes. Another statement was to the effect
that Mr. Stetson's attorneys had advised him that
he could not arbitrate because he would be with-
out power to compel the attendance of witnesses,
etc.

It has also been said and published that the
whole proceedings now are to compel Mr. Stetson
to pay Dr. Forbes and his attorney a large sum of
money.

In view of these statements, the editor of this
paper, on a visit to Jacksonville a few days ago,
called on Major St. Clair-Abrams, the attorney of
Dr. Forbes, and submitted to him the statements
that had been made and called his attention to the
publications.

Major St. Clair-Abrams stated in reply that he
had read these newspaper comments and had also
heard of the statements, and denounced them as
absolutely false. At the request of the editor of
this paper Major St. Clair-Abrams made a state-
ment in effect as follows:

"Soon after the institution of these suits, Dr.
Forbes wrote me from DeLand to the effect that
a Mr. Rufus Magee—I think of Indiana—had been
to see him and had expressed to him the opinion
that he could settle the matter amicably as a friend
of both parties. On Dr. Forbes telling him he
could do nothing without the advice of his attor-
ney, Mr. Magee stated he would be very glad to
meet the attorney and discuss the matter with
him. I at once wrote Dr. Forbes that I had no ob-
jection to meeting Mr. Magee, but that, as no at-
torney had appeared in the case for Mr. Stetson, I
would not be willing to have a consultation with
anyone unless such person brought with him a
written authority from Mr. Stetson and Mrs. Stet-
son. A few days later Dr. Forbes and a strange
gentleman called on me and this gentleman was
introduced to me as Mr. Magee. He thereupon
handed me the following letter:

DELAND, FLA., March 24.

To Major St. Clair-Abrams,
Counselor-at-Law,
Jacksonville, Florida.

DEAR SIR:— I hereby authorize the bearer of this,
Rufus Magee, to negotiate and conclude with you,
and any other attorney or attorneys associated
with you in the litigation now pending between J.
F. Forbes and Mrs. Mathes as complainants and
John B. Stetson and Mrs. Stetson as defendants,
pending in the District Court of the United States
for the District of Florida. And whatever my
said attorney, Rufus Magee, may do in and about
settling and compromising the same I hereby re-
quest full faith and credit be given as though done
by me in my own proper presence, and I hereby rat-
ify and approve all the acts of said Magee which he
shall do and perform in and about such settlement
and compromise.

In testimony I hereunto set my hand and proper
signature this 24th day of March, 1903.

(Signed) JOHN B. STETSON.

S. ELIZABETH STETSON.

"I was not familiar with Mr. or Mrs. Stetson's
signature, but have since learned that the signa-
tures were theirs. Accepting this letter as author-
ity I proceeded to discuss the matter with Mr. Ma-
gee and formulated in writing five propositions as
a basis of compromise as follows:

1. That the settlement shall be without any
condition, expressed or implied, based upon Dr.
Forbes' resigning as president of the University.
He must be left absolutely free on this point to
take such steps as in his judgment he may deem
advisable.

2. Mr. Stetson in terms assents to the resolu-
tion of the Board of Directors exonerating Dr.
Forbes, passed in September, 1902.

3. Mr. Stetson repudiates and disavows the in-
terview published in the North American, where-
in the language tends to affirm the guilt of Dr.
Forbes.

4. Mr. Stetson repudiates the action of Mr.
Stewart in the printing and publication of the
pamphlet.

5. Mr. Stetson disavows any knowledge of, or
part in, the publications in the newspapers in Flor-

ida assailing Dr. Forbes and using language tend-
ing to impute guilt to him.

"It will be perceived that Mr. Stetson's letter
did not suggest any arbitration but only a compro-
mise. It will also be perceived that there was
nothing said in these five propositions about any
money damage. I purposely avoided this. Mr.
Magee then asked me what about a money settle-
ment. I told him that if the other propositions
were agreed to I did not think that there would
be any trouble on the matter of compensation. He
then asked me what I thought would be a fair
money compensation. I told him I left that en-
tirely to Dr. Forbes, but that, personally, if I was
libeled and slandered to the extent Dr. Forbes had
been, I did not think that \$50,000 would com-
pensate me for the injury inflicted, but that I did not
desire to discuss the money question until the
other matters were settled. Mr. Magee then said
that he thought the second, third, fourth and fifth
propositions could be arranged, but that he could
do nothing if we insisted on the first, which was
that the settlement should not be based on any con-
sideration of Dr. Forbes resigning as president of
the University. He then stated to me that if I
would give him the assurance and he could assure
Mr. Stetson that Dr. Forbes would resign and
make that a part of the consideration of settlement,
he was satisfied the other matters could be ad-
justed. I told him I could not advise Dr. Forbes
to do that.

The original paper as dictated by me to my
stenographer is now in my hands with the pen and
ink mark around number one, made by Mr. Mc-
Gee himself. I also stated to Mr. McGee confiden-
tially that Dr. Forbes had insisted on resigning,
but that I had objected to it; that, judging from
what he told me, I would not be surprised if he
did resign, but that I could not advise him to
make that a condition of any settlement, mone-
tary or otherwise. He then told me that in view of
my insisting on the first proposition he could do
nothing, and we parted, he repeating, however,
that if I would accept his suggestion that nobody
need know that there was any understanding be-
tween Dr. Forbes and Mr. Stetson that he would
resign and that the other conditions could be
readily adjusted and he had no doubt that Mr.
Stetson would pay a round sum of money to stop
the suits."

The editor of this paper then asked Major St.
Clair-Abrams as to the statement that they had
refused to consent to any arbitration except based
upon Mr. Stetson's admitting that he was in the
wrong and that the only thing to arbitrate was the
amount to be paid by Stetson.

Major St. Clair-Abrams replied that this state-
ment was absolutely untrue and proceeded as
follows:

"While in Saratoga last summer, Dr. Forbes,
who had been kept advised of my address, wrote
me that a prominent minister of the Baptist
church had written to him urging an arbitration
of the matter and suggesting that he consent to
an arbitration.

"I at once telegraphed Dr. Forbes to come to Sara-
toga and see me. On his arrival he submitted the
whole matter in full to me and the result was this
proposition of agreement to arbitrate, which was
signed by Dr. Forbes:

On condition that Mr. John B. Stetson shall
sign an agreement like this I do hereby agree to
refer to three arbitrators (I to choose one, Mr.
John B. Stetson to choose one and these two to
choose the third) the following questions; viz.:

1. Has Mr. John B. Stetson or his wife, Eliza-
beth Stetson, both or either of them, slandered or
libeled Dr. John F. Forbes, president of John B.
Stetson University.

2. Has Mr. John B. Stetson, or his wife, Eliza-
beth Stetson, both or either of them, published or
caused to be published, printed, typewritten or
written affidavits or statements which libeled Dr.
John F. Forbes.

3. Whether or not in the opinion of the arbi-
trators Dr. John F. Forbes should retire from the
presidency of Stetson University, and if so, what
should be the conditions of his retirement.

4. If the arbitrators, or the majority of
them, decide that Dr. Forbes has been libeled or
slandered by Mr. John B. Stetson, or his wife,
Elizabeth Stetson, both or either of them, what
sum of money should be paid to him by way of
damages for the injury sustained by him, the arbi-
trators to take into consideration the expenses he
has incurred and the obligation he is incurring in
the employment of attorneys, the expenses of the
cases now pending and the expenses of the arbi-
tration; and if the arbitrators deem it to be to the
interest of the University that he should retire
from the presidency, to take into consideration also
the loss of that position with its salary and practi-
cal life tenure.

5. It is agreed that both parties may be re-
presented before the arbitrators by counsel and
that the decision of two of the three arbitrators
shall be final, and each party binds himself to sub-
mit to, obey and carry out the decision of the
arbitrators or the majority of them.

Given under my hand and seal this seventh day
of August, 1903.

(Signed) JOHN F. FORBES. (seal)

Attest:
Geo. M. Forbes, Rochester, N. Y.
Henry D. Gordon, Orange, N. J.

(Continued on Page 2.)

DRUGS JEWELRY

Stationery, Watches,
Huyler's Candles, Clocks,
Kodak Supplies, Silverware,
Florida Souvenirs, Optical Goods,
Toilet Requisites, Fountain Pens,
Dr. Mellette's Remedies, Etc., Etc.

W. A. ALLEN & CO.
Druggists and Jewelers.

NEXT TO POST OFFICE.

**Home
Cured
Pork.**

Raised and Fattened in Volusia
County; Killed and Dressed at
Home; Cured in Cold Storage at
Stetson; Sold at Ryland & Spark-
man's Popular Grocery, and En-
joyed Everywhere by Every One.

Breakfast Bacon 17c per pound.

Hams 20c. Shoulders 15c. Lard 15c.

RYLAND & SPARKMAN.



TOO LATE

To think of insurance when
the house is in flames. The
time to consider it is all the
time previous to that.
And we can help you to
reach a decision as to the
amount of

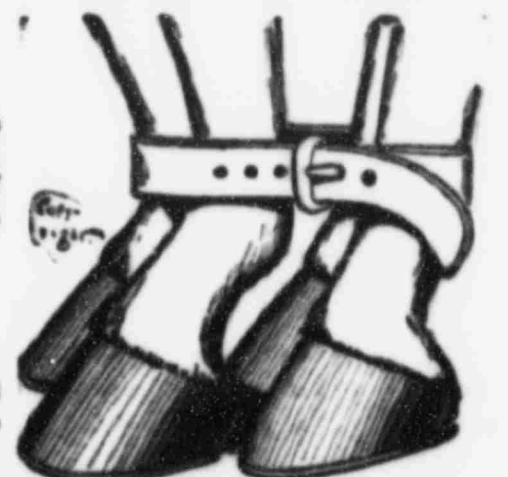
INSURANCE

to be placed and the best
companies to place it with.

SILAS B. WRIGHT, DeLand, Fla.

TAKEN ALTOGETHER

The quality of work done at this
shop is much above the average.
Owners and drivers of all classes of
horses can be sure of getting them
well shod here.



HORSESHOEING

Has been made a special study, and
we make and fit shoes that give
perfect satisfaction.

BERRY & KENT,

NEW SHOP.

OP. COURT HOUSE.

BOND LUMBER COMPANY,

Before purchasing Lumber, call at our Yards at the Depot, DeLand
Prices on all kinds of

**Lumber, Lath, Shingles, Flooring, Ceiling,
Mouldings, Turning,**

Brick, and Everything in the Lumber Line. Orders delivered promptly

DeLand

Saw and Planing Mills and Novelty Works.

J. T. CAIRNS, Proprietor and Manager.

—Manufacturer of—

Dressed & Rough Lumber

Ceiling, Flooring, Siding, Turning, Scroll Sawing.

CONTRACTOR & BUILDER. Will furnish plans and specifications and
finishing work ready to put in place. Special machinery at mill for
the first-class work in every particular.